AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					1. CON	1. CONTRACT ID CODE		PAGE OF PAGES 1 / 9
2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE		IVE DATE 4. REQUISITION/PU		RCHASE REQ. NO. 5. PRO		5. PROJECT	NO. (If applicable)	
0000			1.14 0001		N/A			
0003	D RY	CODE	1 May 2001	7. ADMINISTERE	D BV (# o	ther than Item 6) COI	DE	
	SE ENERGY SUPPORT CENTER	CODE	SP0600	7. ADMINIOTERE	D D I (# 0	alor alarment of the control	5 2	
8725 JC	HN J. KINGMAN ROAD, SUITE 4950							
FORT BELVOIR, VA 22060-6222 FAX (703) 767-8506								
	/SYMBOL: T. PARKER/DESC-PLB E: (703) 767-9536		P.P. 1.8g					
	AND ADDRESS OF CONTRACTOR (NO., street	et,city,county,Sta				9a. AMENDMENT OF S	OLICITATION N	0.
						S	P0600-01-R	-0107
						9b. DATED (SEE ITEM 1	11)	
					x	,	,	
						3	30 MARCH	2001
						10a. MODIFICATION OF	F CONTRACT/O	RDER NO.
						10b. DATED (SEE ITEM	13)	
CODE		FACILIT	YCODE					
			HIS ITEM ONLY APPLIES T		OLICITAT	TIONS		
[x] The	above numbered solicitation is amended as set for [] is extended, [X] is not extended	th in Item 14. The	e hour and date specified for re	eceipt of Offers				
	st acknowledge receipt of this amendment prior to t Iment;(b) By acknowledging receipt of this amendm							
YOUR AC	KNOWLEDGMENT TO BE RECEIVED AT THE	PLACE DESIG	SNATED FOR THE RECEIPT	OF OFFERS PRIOR TO	THE HO	UR AND DATE SPECIFIEI	D MAY RESULT	IN REJECTION OF YOUR
	If by virtue of this amendment you desire to change nt, and is received prior to the opening hour and da		submitted, such change may be	e made by telegram or lette	er, provide	d each telegram or letter mak	kes reference to the	ne solicitation and this
	UNTING AND APPROPRIATION DATA (If requi	_						
		13 THIS I	ITEM APPLIES ONLY TO MO	ODIFICATIONS OF CON	TRACTS/	/ORDERS		
		IT MC	DDIFIES THE CONTRACT/O	RDER NO. AS DESCRIE	BED IN ITI	EM 14.		
	A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.	SUANT TO: (Spe	ecify authority) THE CHANGE	S SET FORTH IN ITEM	14 ARE M	IADE IN THE		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying							
	office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
	C. THIS SUPPLEMENTAL AGREEMENT IS	ENTEREDINIC	PURSUANT TO AUTHORI	I Y OF				
	D. OTHER (Specify type of modification and a	uthority):						
- III		41.1						
	TANT: Contractor [] is not, [] is required to sign SCRIPTION OF AMENDMEN			the issuing office.	n hoo	dinas insludinass	aliaitation/	aontraat subiaat
		I/MODIFT	CATION (Organize	d by OCF secur	ni neac	umgs, mendamg so	JIICItation/	contract subject
matter where feasible.)								
SEE CONTINUATION PAGES								
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
15A. NA l	ME AND TITLE OF SIGNER (Type or print)			16A. NAME OF C	ONTRACT	TING OFFICER		
15B. NAM	E OF CONTRACTOR/OFFEROR		15C.DATE SIGNED	16B. UNITED STA	TES OF	AMERICA		16C.DATE SIGNED
					•			
BY(Signature of person authorized to sign)				BY (Signa	ture of Cor	ntracting Officer)		

A. The following clauses are hereby deleted from the solicitation:

B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA)(DESC MAY 1996)

11.03-3 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (PC&S)(DESC JUL 2000)

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)
G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)
G150.02 COURIER DELIVERY OF INVOICES (DESC OCT 2000)

G150.07-2 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S)(DESC DEC 2000)

B. The following clauses are hereby added to the solicitation:

B1.05-2 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/PORTS INTERNET APPLICATION)(DESC MAY 2001)

11.03-8 CONTRACT TERMS & CONDITIONS-COMMERCIAL ITEMS (PC&S)(PORTS INTERNET APPLICATION)(DESC MAR 2001)

I1.08 CHANGES - MILITARY REDINESS (MAR 2001) – DLAD

G150.03-1 PAPERLESS ORDERING & RECIEPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (DESC MAR 1999)
11.03-9 CONTRACT TERMS & CONDITIONS – COMMERCIAL ITEMS (PC&S)(PORTS INTERNET APPLICATION) – ADDENDUM

(DESC AUG 1999)

B1.05-2 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/PORTS INTERNET APPLICATION) (DESC MAY 2001)

- (a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.
- (b) In an emergency, oral orders may be issued but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

<u>ITEMS</u>	SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY	ESTIMATED QUANTITY
-44	FUEL OIL, BURNER (FJ1) NSN: 914-01-408-7183	115,704,487 USG
-45	FUEL OIL SP BURNER (FJ3) NSN: 9140-01-408-7198	10,026,000 USG
-26	GASOLINE, MID UNL NSN: 9130-01-272-0983	24,230,500 USG
-59	KEROSENE (KJ1) NSN: 9140-01-408-7211	986,000 USG
-71	KEROSENE (KJ2) NSN: 9140-01-408-7221	502,000 USG

SPECIAL NOTES:

- 1. The above details all products solicited and applicable specifications. Offers should be made for line items listed on the following pages.
- 2. Quantities listed are for a two-year period and represent the Governments best estimate.

I1.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 2001)

(a) INSPECTION/ACCEPTANCE.

- (1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
 - (2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.
- (b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.
- (c) CHANGES. Changes to the terms and conditions of this contract may be made only by written agreement between the contracting parties.
- (d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
 - (e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.
- (f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without it s fault or negligence, such as acts of God or the public enemy, acts of the Government in either it s sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
 - (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number, contract line item number, and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of

lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) **ELECTRONIC INVOICING.** See the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) ADDENDUM clause in Addendum 2.
- (i) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United Stated or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (j) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.
- (k) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
 - (1) TAXES. See Addendum 2.

- (m) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (n) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (o) **TILE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (p) WARRANTY. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (q) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (r) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.
- (s) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti- Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (t) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
 - (3) The clause at 52.212-5;
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software;
 - (5) Solicitation provisions if this is a solicitation;
 - (6) Other paragraphs of this clause;
 - (7) Standard Form 1449;
 - (8) Other documents, exhibits, and attachments; and
 - (9) The specification.

(FAR 52.212-4, tailored/DESC 52.212-9F51)

I1.08 CHANGES – MILITARY READINESS (MAR 2001) - DLAD

(a) In the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the Contracting Officer may, by written order, change (1) the method of shipment or packing, and (2) the place of delivery. If any such change causes an increase in the cost of, or the time required for, performance, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must assert its right to an adjustment within 30 days from the date of the receipt of the modification.

(b) **DEFINITIONS.**

- (1) Contingency Operation means a military operation—
- (i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or
- (ii) Results in the call or order to, or retention on, active duty or members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, Chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).
- (2) **Humanitarian or Peacekeeping Operation** means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2303(8) and 41 U.S.C. 259(d)(2)(B)).

(DLAD 52.212-9000)

G150.03-1 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (DESC MAR 1999)

(a) **CONTRACTOR PASSWORD.** The DESC Contracting Officer will furnish the Contractor with a password. Supplementing the "user name" (bidder code), the Contractor shall use this password to access contract-specific web pages and the Paperless Ordering and Receipt Transaction Screens (PORTS) Internet application. This includes access to electronically signed written orders (SF 1449), as described in (b) below. The Contractor shall also use the password to access PORTS for transmitting receipt documents to the Activity and for transmitting invoices to the payment office, as identified in (d) below.

(b) PREPARATION AND TRANSMISSION OF ORDERS AND CALLS AGAINST ORDERS.

- (1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.
- (2) Orders, and calls against orders, may be issued orally or in writing. An oral delivery order for fuel shall be considered issued by the Government when it is verbally assigned a delivery order number. For all orders, the appropriate ordering office/officer will provide the Contractor, via the PORTS Internet application, with an electronically signed written order, SF 1449, within 24 hours or one business day after issuing the oral order. (Once the Ordering Officer has completed the web page order, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.) An oral order shall provide the required advance notice to the Contractor and the following information: Order number; contract number; quantity; delivery location; any applicable taxes, which should be billed as a separate item on the invoice; and the required delivery date. Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the ECONOMIC PRICE ADJUSTMENT (PC&S) clause.
- (3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and item number and designate specific delivery location, dates, and quantity to be delivered against that order.
- (4) The Contractor's nonreceipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not itself relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the DESC Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

(c) COMMERCIAL RECEIPTS.

- (1) The Contractor shall provide a commercial receipt (bill of lading, metered ticket, or delivery ticket) upon completing delivery. The Government representative may date and sign the commercial receipt and will be provided with a legible copy. The following information shall be stated on the commercial receipt:
 - (i) Item number;
 - (ii) Order number;
 - (iii) Type of fuel delivered;
 - (iv) Date of the delivery into the Government's tank(s);
- (v) Delivered quantity and, if volume correction is required in accordance with the DETERMINATION OF QUANTITY (PC&S) clause, the fuel temperature and API gravity. If temperature compensating meters are used, only the API gravity and delivered quantity are recorded;
 - (vi) Tank identifier determined by the base; and
 - (vii) Any other required information specified in the narrative of the Schedule for the item.
- (2) The Contractor will maintain all signed receipts as evidence of delivery and will provide them to the Government upon request, as dictated by the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. The records will be annotated with "NONTAXABLE USE ONLY. PENALTY FOR TAXABLE USE" where applicable.
- (d) PREPARATION AND TRANSMISSION OF THE MATERIAL INSPECTION AND RECEIVING REPORT (DD FORM 250)/INVOICE. At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F of the Defense FAR Supplement, Material Inspection and Receiving Report, except as noted in this clause. The Contractor, or its designee, shall key the following information from the commercial receipt(s) into the contract-specific web pages for generation of the continuation page and the first page of the DD Form 250 document upon accessing the web screens per the instructions to be provided on the DESC homepage.
- (1) On the first page of the web screen for creating a new DD Form 250, the Contractor will select the appropriate line item and order/amendment number from a pull-down list (which already depicts the associated contract number, requisition number, and mode of delivery). The shipment date field automatically fills with the current date, which the Contractor will correct if necessary; the shipment date must reflect the date fuel was actually delivered. On the next screen, the Contractor will enter a unique invoice number, confirm the escalated unit price (which may also be corrected if applicable) and any discount terms offered other than net 30 days, and select the appropriate method of quantity determination (either loading rack method or nonloading rack method). The loading rack method is selected if the quantity delivered is determined based on loading rack meter tickets with load quantities corrected to 60°F; the nonloading rack method is selected if quantity determination is based on any other method as specified in the DETERMINATION OF QUANTITY (PC&S) clause. If documenting the final shipment under an order, the Contractor will also click on the associated toggle-box.
- (2) On the next screen, the Contractor will enter sequentially the following information from each commercial ticket, which will be depicted in three columns on the DD Form 250 continuation page:
 - (i) The commercial ticket number;
 - (ii) The quantity indicated on the commercial receipt, determined in accordance with the DETERMINATION OF QUANTITY

clause; and

(iii) The tank identifier determined by the Activity (such as a building number). This tank identifier is required only for auto-fill

items.

The total volume delivered to the Activity as input by the Contractor will automatically be entered into Block 17 of the DD Form 250 as a whole number; the required sequential shipment number under the order will automatically be entered into Block 2. If there is disagreement between the Contractor and the Government as to the quantity delivered, the DESC Contracting Officer will be promptly notified. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

- (3) Upon completion of the DD Form 250/invoice web screen document, the Contractor or designee will key the submission for processing, which automatically triggers two actions:
- (i) An email message to the Activity. The email message will request approval of the DD Form 250 and inform the Activity to access the web page to accomplish this by electronic signature.

- (ii) An electronic submission to the payment office and Contractor notification of that invoice submission. The invoice transaction must be received no later than 5:30 p.m. to be considered received that day. Invoices received after 5:30 p.m. shall be considered received the next United States Government business day.
 - (4) The Government's Authorized Representative will either—
- (i) Approve or accept the DD Form 250 document by electronic signature and submit the document via the PORTS Internet application to the payment office. The Contractor will receive an email message via the Internet application that the document has been approved and submitted to the payment office; OR
- (ii) Reject the DD Form 250 document, advising the Contractor by email of the reason for rejection (such as shipment date error). In this case, the Contractor will then submit a revised DD Form 250/invoice to the Activity (and to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction. If the Contractor fails to submit a revised DD Form 250 within 24 hours or one business day of the Activity's rejection notification based on discrepancy in quantity or shipment date, in order to avoid potential delays in payment the Activity may proceed to change either the quantity or shipment date to that which the Activity had asserted. These changes will be forwarded to both the payment office and the Contractor. If the Contractor still disagrees with the Activity's change(s), the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)
- (5) If any errors are discovered on the Contractor's DD Form 250 after submission to the Activity, but before either approval or rejection, the Contractor will promptly advise the Activity by either telephone or email in order that the document can be rejected with an accurate notation and then revised (see (d)(4)(ii) above) as soon as possible.
- (6) Upon signature of approval/acceptance on the DD Form 250 by the Government representative, any corrections to the document must be performed via the web page. The Contractor will click on the "Correct Submitted DD Form 250/Invoice" key and enter corrections of any prior errors. When submitted to the Activity for approval, the DD Form 250/invoice document is automatically labeled with the words "CORRECTED COPY." As in (d)(4)(i) and (ii) above, the Contractor is notified, with automatic posting of the EDI transmission to the payment office.
- (7) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.
- (8) The Government will not be liable to the Contractor for any incidental or consequential damages resulting from any delay, omission, or error in the transmission or receipt of invoices under the Internet application.
- (9) Electronic data transmitted by the Internet application will be admissible as evidence on the same basis as customary paper documents. The parties will be legally bound by the electronic documents.
- (e) **REQUIRED USE OF PORTS INTERNET APPLICATION.** Use of PORTS, as described above, is required <u>except</u> in the cases indicated in (g) below and as identified exceptions to electronic invoicing under the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) ADDENDUM clause.

(f) PAYMENT.

- (1) Payment shall be made in accordance with the terms as stated in the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. Notwithstanding any permissible variation percentage between the ordered and delivered quantity, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity.
- (2) Payment terms for an invoice received via electronic PORTS submission by the payment office will be net 30 days from date of receipt of a proper invoice. See (d)(3) above. Payment terms for invoices other than by the electronic PORTS transmission will also be net 30 days from receipt of a proper invoice unless a discount is offered and accepted by the payment office.
- (g) **INVOICING DETENTION AND DEMURRAGE COSTS.** Both detention costs (allowable only for tank truck deliveries) and demurrage costs for barge deliveries will be the sole responsibility of the Activity incurring them. The Contractor will submit invoices for detention or demurrage costs directly to the Activity receiving the product. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER SATPC-L NEW CUMBERLAND PA 17070-5008 (DESC 52.232-9FH6)

I1.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC AUG 1999)

Use of electronic invoicing via PORTS is mandatory under the resultant contract. Therefore, in lieu of the invoicing procedures outlined in (g) of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION clause, the Contractor shall submit its invoices in accordance with the PAPERLESS ORDERING AND RECEIPTS TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

- (a) **Exceptions** to the use of electronic invoicing are limited to the following:
- (1) Instances in which the PORTS Internet application is not available or accessible and the Contractor informs the DESC Contracting Officer of this fact by facsimile message.
 - (2) Instances in which retroactive price changes and/or unit price errors result in money due the Contractor.
 - (b) In the event of an exception to invoicing identified above, the Contractor shall--
- (1) Fax its invoice to DFAS-FVSFC/CO at the following fax number: (614) 693-0671. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-FVSFC/CO) at 1-800-453-5014. If local (Columbus Metro Area), the Customer Service number is (614) 693-4994. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.

(2) Include the Contractor's fax number on each document transmitted.

1/127 GALLON TANK AT HUSH HOUSE (B#747) 1/1,321 GALLON TANK AT HOSPITAL (B#111) 1/132 GALLON TANK AT FOOD COURT (B#410)

(3) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE - FAXED" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-FVSFC/CO specifically requests it.

(DESC 52.212-9F52)

C. Under Clause F30.01, ORDERING AND PAYING OFFICERS (OVERSEAS PC&S)(DESC APR 1998), the Paying Officer for all items under the Japan PC&S will be as follows:

PAYING OFFICER

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENTS DIVISION ATTN; DFAS-FVSFC/CO P.O. BOX 182317 COLUMBUS, OH 43218-6252

C. Under Clause B1.05, SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA)(DESC MAY 1996), the delivery narratives for the following item narratives are revised as follows:

UNITED STATES NAVY **QUANTITY** _____ MCAS IWAKUNI JA, NAVY, MISUMI-CHO, IWAKUNI-SHI, YAMAGUCHI-KEN, JAPAN. NEW SUBMITTER'S DODAAC: M62613 SHIKOKII DELIVERY DODAAC: N62613 BILLING DODAAC : N62613 ORDERING OFFICE : 011-81-6117-53-4384 ALT ORDERING OFFICE: EXT: 5240/5342 6117-53-3493 (BLDG 827) 544-44 FUEL OIL BURNER, (FJ1) 4,800,000 GL MIN. SULFUR CONTENT 0.20 % TANK TRUCK (TT), INTO 2/210,000 GALLON TANKS AT BLDG 2071 (FINGER PIER). 544-441 FUEL OIL BURNER, (FJ1) 399,262 GL MAX. SULFUR CONTENT 0.20 % TANK TRUCK (TT), OR TANK WAGON (MULTIPLE DROPS) INTO 1/1,000 GALLON TANK AT WATER PUMP HOUSE (B#345) 1/1,000 GALLON TANK AT TROPO SCATTER (B#1248) 1/236 GALLON TANK AT TRANSCEIVER SITE (B#270) 1/118 GALLON TANK AT TEST CELL (B#746) 1/321 GALLON TANK AT TELEPHONE OFFICE (B#471) 1/162 GALLON TANK AT TACAN (B#2040) 1/1,057 GALLON TANK AT SOUTH SEWAGE PLANT (B#2197) 1/1,000 GALLON TANK AT RUNWAY LIGHT (B#755) 1/312 GALLON TANK AT RADAR (B#765) 1/500 GALLON TANK AT POL FUEL PUMP (B#2613) 1/1,057 GALLON TANK AT PMO (B#608) 1/129 GALLON TANK AT NORTH SEWAGE PLANT (B#1780) 1/2,000 GALLON TANK AT MONZEN SEWAGE PLANT (B#951) 1/2,000 GALLON TANK AT MILITARY GAS STATION (B#1017) 1/129 GALLON TANK AT MCX (B#446) 1/264 GALLON TANK AT MAINTENANCE SHOP (B#155) 1/209 GALLON TANK AT ISMO/EMD (B#125) 1/259 GALLON TANK AT HUSH HOUSE (B#745)

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1/251 GALLON TANK AT FIRE STATION (B#119)
         1/202 GALLON TANK AT COMPUTER HOBBY (B#189)
         1/129 GALLON TANK AT COMMISSARY (B#450)
         1/396 GALLON TANK AT COLD STORAGE (B#1012)
         1/793 GALLON TANK AT CLUB COMPLEX (B#600)
         1/129 GALLON TANK AT CFR (B#761)
         1/5 GALLON TANK AT C GATE UNDERPASS (B#2280)
         1/5 GALLON TANK AT BOOSTER PUMP HOUSE (B#801)
         2/2,114 GALLON TANK AT BOILER PLANT #6 (B#1705)
         1/92 GALLON TANK AT BOILER PLANT #2 (B#140)
         1/211 GALLON TANK AT AFN (B#390)
         1/502 GALLON TANK AT BASE OPERATIONS (B#757)
         1/50 GALLON TANK AT SECURITY GENERATOR HOUSE
         (B#80)
         1/50 GALLON TANK AT SECURITY GENERATOR HOUSE
         (B#70)
         1/630 GALLON TANK AT ARMORY (B#1861)
         1/62 GALLON TANK AT BEACON (B#2205)
         1/30,000 GALLON TANK BOILER PLANT #2 (B#140)
         1/40,000 GALLON TANK BOILER PLANT #2 (B#140)
         1/12,000 GALLON TANK BOILER PLANT #3 (B#744)
         3/15,000 GALLON TANK BOILER PLANT #5(B#929)
         2/52,836 GALLON TANK BOILER PLANT (B#1705)
         1/1,500 GALLON TANK BOILER PLANT (B#735)
         1/1,320 GALLON TANK LOCAL BOILER (B#736)
         1/1,000 GALLON TANK LOCAL BOILER (B#761)
         1/1,000 GALLON TANK LOCAL BOILER (B#779)
         1/360 GALLON TANK LOCAL BOILER (B#818)
         1/1,320 GALLON TANK LOCAL BOILER (B#1686/1687)
        1/460 GALLON TANK LOCAL BOILER (B#1870)
UNITED STATES AIR FORCE
         YOKOTA AIR BASE
         JA, USAF, FUSSA-FUSSA-SHI, TOKYO (FOR 374 SUPS/LGSF).
         HONSHII
           DELIVERY DODAAC: FP5209
           BILLING DODAAC : FP5209
            ORDERING OFFICE : 0425-52-2511
           ALT ORDERING OFFICE: EXT 8059/9187
                                                                                   1<sup>1</sup>1,500,000 GL
755-44 FUEL OIL BURNER, (FJ1)
        MAX. SULFUR CONTENT 0.20 %
         TANK TRUCK (TT), INTO
        2/420,000 GALLON TANKS AT BLDG 945
         YOKOTA AIR BASE
         JA, USAF, 374 SUPS/LGSF
         HONSHII
            DELIVERY DODAAC: FP5209
            BILLING DODAAC : FP5209
            ORDERING OFFICE: 011-81-5117-55-9187
763-44 FUEL OIL BURNER, (FJ1)
                                                                                   240,000 GL
         MAX. SULFUR CONTENT 0.20 %
         TANK WAGON (TW), W/150 GPM PUMP INTO
         1/5,000 GALLON TANK AT BLDG 517, SSTA
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 $^{^{1} \ \}$ = Quantity Decreased from Original Requirement